



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
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April 15, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**DEPARTMENT OF PARKS AND RECREATION: APPROVAL OF
AMENDMENT NUMBER 1 TO CONTRACT NUMBER 76080
TO ADD THREE ZONES AND INCREASE THE CONTRACT SUM
PURSUANT TO LANDSCAPE MAINTENANCE AND LIGHTING ACT OF 1972
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

SUBJECT

The purpose of this recommended action is to amend the existing Tesoro Del Valle Landscape and Grounds Maintenance Contract, approved on May 1, 2007 to add Valencia High School, Haskell Canyon Ranch, and Copperhill Twenty Two. Approval of this Contract Amendment is necessary to continue to provide landscape and grounds maintenance services for the additional zones in the Fifth Supervisorial District.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the additional landscape and grounds maintenance services can be more economically performed by an independent Contractor, rather than by Los Angeles County employees as amended, and remains cost-effective.
2. Approve and instruct the Chair to sign the attached Amendment Number 1 to the Tesoro Del Valle, Zone 74 Landscape and Grounds Maintenance Services Contract Number 76080 with Oakridge Landscape, Inc. This Amendment will expand the scope of work by adding three (3) additional zones; Valencia High School (Zone 51), Haskell Canyon Ranch (Zone 71), and Copperhill (Zone 72) for \$297,802, and will increase the Contract amount from \$226,510 to \$524,312 annually for landscape and grounds maintenance services, effective upon Board approval.

3. Authorize the Director of Parks and Recreation to annually expend funds from property assessments within the Special Landscape Maintenance Districts up to \$378,000 per year, as outlined in Attachment A of this document for unforeseen services/emergencies, and additional work within the scope of the Contract, which could increase the total annual Contract cost to a maximum of \$902,312 per year, during the contract term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 1, 2007, your Board approved a Contract for the Tesoro Del Valle, Zone 74, (Tesoro) Contract Number 76080 with Oakridge Landscape, Inc. (Oakridge). The purpose of this recommended action is to amend the existing Tesoro Contract to include Zones 51, 71, and 72, in order to provide landscape and grounds maintenance services to these three (3) zones. The three (3) additional zones are in close proximity to the amended contract; therefore, it is in the best interest of the County to amend the existing contract to include similar services within the scope of work. In addition, the service to be provided by the Contractor is consistent with the original contract price and remains cost effective.

The Los Angeles County Department of Parks and Recreation (Department) administers, through its Special Landscape Maintenance Districts, 44 separate landscape zones covering approximately 1,400 acres of natural and irrigated landscape areas that are funded from property assessments pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code, Section 22500 et. seq.).

Implementation of Strategic Plan Goals

The proposed Amendment with Oakridge will further the Los Angeles County's Strategic Plan Service Excellence (Goal 1) and Fiscal Responsibility (Goal 4) through the provision of quality landscape and grounds maintenance services at a savings over County costs.

FISCAL IMPACT/FINANCING

The recommended action will not have an impact on the County's General Fund as the services are funded through special benefit assessments on properties in Zones 51, 71, and 72. Sufficient appropriation is budgeted in the Special Districts Fiscal Year 2007-08 budget to fund the cost of the recommended action and unforeseen service/emergency needs, including the recent Board action to increase the Living Wage rates.

To manage unforeseen service/emergency needs affecting the landscape maintenance areas, the Department is recommending that your Board authorize the Director to approve additional services on an as-needed basis within the scope of work up to an annual amount not to exceed \$378,000 for the Tesoro Del Valle (Zone 74) and the three (3) additional zones; Valencia High School (Zone 51), Haskell Canyon Ranch (Zone 71), and Copperhill (Zone 72).

Although the base contract amount includes regularly scheduled maintenance activities, the unforeseen service/emergency needs provides for maintenance activities that are not anticipated or do not occur on a regular basis. These services may include repairs and replacement of landscaping that may be requested by homeowners and homeowner associations or damage caused by severe weather; repairs to or replacement of infrastructures such as irrigation systems due to vandalism; emergency services to minimize erosion, mitigate slope failures or maintain public safety; and the replacement or the repair of the infrastructure in order to adequately maintain zone improvements.

The increase cost for providing landscape and grounds maintenance services for Zones 51, 71, and 72 will cost \$297,802 per year, increasing the total Contract sum for Contract Number 76080 (Tesoro Del Valle) from \$226,510 to \$524,312 annually.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 23, 2006, the Department of Parks and Recreation released a solicitation to provide landscape and grounds maintenance services for Tesoro. On May 1, 2007, your Board approved a Contract with Oakridge to provide the landscape and grounds maintenance services for Tesoro.

As provided by the Contract, your Board may authorize compensation to add the Contractor's landscape and maintenance services for the additional three (3) Zones. The increase in the Contract sum exceeds the Department's delegated authority to amend the Contract. The effective date of the increased service is upon your Board's approval.

The Proposition A cost analysis indicates that the recommended action for landscape and grounds maintenance services can be performed more economically by the private sector. The annual contract cost of \$333,034 represents the contractor's direct cost of \$297,802, plus the Department's indirect cost of \$35,232 for contract monitoring. This represents an estimated savings of \$273,033, less than the estimated annual County cost of \$606,066, to perform similar services for one (1) year (Attachment I-A, I-B, I-C, II and III).

County Counsel has approved the attached Amendment as to form and Oakridge has executed the Amendment.

ENVIRONMENTAL DOCUMENTATION

On May 1, 2007, your Board found the original Contract exempt from the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of the recommended action will ensure the continued provision of landscape and grounds maintenance services at Tesoro and the three (3) additional zones, Zone 51, 71, and 72, be provided by Oakridge. The impact on current services will increase the additional landscape and grounds maintenance services, while maintaining the current service levels. There will be no employee impact to existing staff.

The Honorable Board of Supervisors
April 15, 2008
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CONCLUSION

It is requested that a certified copy of the action taken by your Board and a fully executed copy of the attached Amendment be mailed to Oakridge Landscape, Inc. Attention: Mr. Jeffrey Myers, 8618 Haskell Avenue, North Hills, California 91343. It is also requested that four (4) conformed copies be forwarded to the Department of Parks and Recreation.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a stylized flourish at the end.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:LS:RG
KEH:GB:lt

Attachments (5)

c: County Counsel

ATTACHMENT A

**BREAKDOWN OF FUNDS FOR UNFORESEEN
SERVICES/EMERGENCIES FOR CONTRACT 76080
TESORO DEL VALLE, ZONE 74
INCLUDING ADDITIONAL ZONES**

**VALENCIA HIGH SCHOOL, ZONE 51
HASKELL CANYON RANCH, ZONE 71
COPPERHILL TWENTY TWO, ZONE 72**

ZONE	AMOUNT	DESCRIPTION
51	\$75,000	Unforeseen Service/Emergency Amount
71	\$10,000	Unforeseen Service/Emergency Amount
72	\$2,000	Unforeseen Service/Emergency Amount
74	\$291,000	Existing Unforeseen Service/Emergency Amount
TOTAL	\$378,000	Total Amount for Unforeseen Service/Emergency

**County's Estimated Avoidable Costs Compared to Contractor's
for Valencia High School (Zone 51) Landscape & Grounds Maintenance Services**

COUNTY COSTDIRECTSalaries

Position	Salaries & Employee Benefits ⁽¹⁾	No. of Positions ⁽²⁾	No. of Months	Total
Grounds Maintenance Supervisor	5,533.81	0.00	12	\$ -
Senior Grounds Maintenance Worker	4,947.08	0.00	12	\$ -
Ground Maintenance Worker II	4,488.00	2.13	12	\$ 114,443.93
Grounds Maintenance Worker I	4,013.27	2.13	12	\$ 102,338.42
Irrigation & Lawn Sprinkler Fitter	6,108.60	2.30	12	\$ 168,597.37
Agriculture Chemical Sprayer	5,970.35	0.11	12	\$ 8,095.80
Custodian	3,342.03	0.00	12	\$ -
Light Tractor Operator	4,852.27	0.00	12	\$ -
		6.66		\$ 393,475.52

1. 5th Step Variance @ 97.1133%
2. Positions reflect annual Hours @ 1764

Vehicle Usage/Fixed Assets ⁽³⁾	No. of Units	No. of Miles/Hrs	Cost Per Mile/Hour	Total
<u>Vehicle/Equipment Usage</u>				
1 Ton Dual Crew Cab Truck	0	-	0.6891	\$ -
3/4 ton crew cab (250 miles/week)	1	13,000.00	0.6433	\$ 8,362.90
1/2 ton truck (250 miles/week)	1	13,000.00	0.5029	\$ 6,537.70
1/2 ton truck sprayer truck (50 miles/week)	0	-	0.5029	\$ -
Landscape trailer	0	-	0	\$ -
				\$ 14,900.60

Fixed Assets (Annualized 7 years)

1 Ton Dual Crew Cab Pick-up Truck	0			\$ -
3/4 ton crew cab	1			\$ 4,521.43
1/2 ton truck	1			\$ 3,921.43
1/2 ton truck sprayer truck	0			\$ -
Landscape Equipment Trailer	0			\$ -
Toro 580D Mower	0			\$ -
Toro 345 (72") Mower	0			\$ -
				\$ 8,442.86

Services & Supplies

Equipment Supplies	\$ 701.20
Grounds Maintenance	\$ 12,190.44
Mowing Supplies	\$ -
	\$ 12,891.64

Total Services and Supplies/Equipment

\$ 36,235.10Indirect Costs

Avoidable Overhead Contract Admin.	\$ -
Avoidable Overhead Agency Admin.	\$ -
	\$ -

TOTAL ESTIMATED COUNTY AVOIDABLE COSTS⁽⁴⁾**\$ 429,710.62**

3. Equipment costs includes the use of a (2) 1/2-ton & (2) 3/4-ton Pick Ups with at rates of \$0.6433 & \$0.5029 per mile.
4. County's cost to provide the level of service proposed in the RFP

CONTRACTING COSTSCONTRACTOR'S DIRECT COST

Employee Salaries and Benefits	\$ 136,222.20
Services & Supplies and Equipment	\$ 24,573.84
Overhead	\$ 45,003.96
Profit	\$ 20,580.00
TOTAL CONTRACTOR'S COST⁽⁵⁾	\$ 226,380.00

COUNTY INDIRECT COST⁽⁶⁾

Unavoidable Overhead Contract Admin.	\$8,825 x 0.4 =	\$ 3,530.00
Unavoidable Overhead Agency Admin.	\$41,506 x 0.4 =	\$ 16,602.40
TOTAL COUNTY INDIRECT COST		\$ 20,132.40

TOTAL CONTRACTING COST (direct cost + indirect cost)

\$246,512.40

**ESTIMATED SAVINGS FROM CONTRACTING (TOTAL
ESTIMATED COUNTY AVOIDABLE COSTS LESS TOTAL
CONTRACTING COSTS)**

\$183,198.22

5. Contractor's bid on the RFP.
6. Indirect cost includes monitoring by County field staff.

**County's Estimated Avoidable Costs Compared to Contractor's
for Haskell Canyon Ranch (Zone 71) Landscape & Grounds Maintenance Services**

COUNTY COSTDIRECTSalaries

Position	Salaries & Employee Benefits ⁽¹⁾	No. of Positions ⁽²⁾	No. of Months	Total
Grounds Maintenance Supervisor	5,533.81	0.00	12	\$ -
Senior Grounds Maintenance Worker	4,947.08	0.00	12	\$ -
Ground Maintenance Worker II	4,488.00	0.60	12	\$ 32,313.58
Grounds Maintenance Worker I	4,013.27	1.20	12	\$ 57,791.11
Irrigation & Lawn Sprinkler Fitter	6,108.60	0.30	12	\$ 21,990.96
Agriculture Chemical Sprayer	5,970.35	0.04	12	\$ 2,865.77
Custodian	3,342.03	0.00	12	\$ -
Light Tractor Operator	4,852.27	0.00	12	\$ -
		2.14		\$ 114,961.42

1. 5th Step Variance @ 97.1133%

2. Positions reflect annual Hours @ 1754

Vehicle Usage/Fixed Assets ⁽³⁾	No. of Units	No. of Miles/Hrs	Cost Per Mile/Hour	Total
<u>Vehicle/Equipment Usage</u>				
1 Ton Dual Crew Cab Truck	0	-	0.6891	\$ -
3/4 ton crew cab (140 miles/week)	1	7,280.00	0.6433	\$ 4,683.22
1/2 ton truck (93 miles/week)	1	4,836.00	0.5029	\$ 2,432.02
1/2 ton truck sprayer truck (50 miles/week)	0	-	0.5029	\$ -
Landscape trailer	0	-	0	\$ -
				\$ 7,115.25

Fixed Assets (Annualized 7 years)

1 Ton Dual Crew Cab Pick-up Truck	0			\$ -
3/4 ton crew cab	1			\$ 4,521.43
1/2 ton truck	1			\$ 3,921.43
1/2 ton truck sprayer truck	0			\$ -
Landscape Equipment Trailer	0			\$ -
Toro 580D Mower	0			\$ -
Toro 345 (72") Mower	0			\$ -
				\$ 8,442.86

Services & Supplies

Equipment Supplies	\$ 400.60
Grounds Maintenance	\$ 5,569.03
Mowing Supplies	\$ -
	\$ 5,969.63

Total Services and Supplies/Equipment

\$ 21,527.73Indirect Costs

Avoidable Overhead Contract Admin.	\$ -
Avoidable Overhead Agency Admin.	\$ -
	\$ -

TOTAL ESTIMATED COUNTY AVOIDABLE COSTS⁽⁴⁾**\$ 136,489.15**

3. Equipment costs includes the use of a (2) 1/2-ton & (2) 3/4-ton Pick Ups with at rates of \$0.6433 & \$0.5029 per mile.

4. County's cost to provide the level of service proposed in the RFP

CONTRACTING COSTSCONTRACTOR'S DIRECT COST

Employee Salaries and Benefits	\$ 43,085.64
Services & Supplies and Equipment	\$ 3,079.44
Overhead	\$ 10,433.16
Profit	\$ 5,659.80
TOTAL CONTRACTOR'S COST⁽⁵⁾	\$ 62,258.04

COUNTY INDIRECT COST⁽⁶⁾

Unavoidable Overhead Contract Admin.	\$8,825 x 0.2 =	\$ 1,765.00
Unavoidable Overhead Agency Admin.	\$41,506 x 0.2 =	\$ 8,301.20
TOTAL COUNTY INDIRECT COST		\$ 10,066.20

TOTAL CONTRACTING COST (direct cost + indirect cost)**\$72,324.24**

**ESTIMATED SAVINGS FROM CONTRACTING (TOTAL
ESTIMATED COUNTY AVOIDABLE COSTS LESS TOTAL
CONTRACTING COSTS)**

\$64,164.91

5. Contractor's bid on the RFP.

6. Indirect cost includes monitoring by County field staff.

**County's Estimated Avoidable Costs Compared to Contractor's
for Copperhill Twenty Two (Zone 72) Landscape & Grounds Maintenance Services**

COUNTY COSTDIRECTSalaries

Position	Salaries & Employee Benefits ⁽¹⁾	No. of Positions ⁽²⁾	No. of Months	Total
Grounds Maintenance Supervisor	5,533.81	0.00	12	\$ -
Senior Grounds Maintenance Worker	4,947.08	0.00	12	\$ -
Ground Maintenance Worker II	4,488.00	0.20	12	\$ 10,771.19
Grounds Maintenance Worker I	4,013.27	0.20	12	\$ 9,631.85
Irrigation & Lawn Sprinkler Fitter	6,108.60	0.08	12	\$ 5,497.74
Agriculture Chemical Sprayer	5,970.35	0.00	12	\$ -
Custodian	3,342.03	0.00	12	\$ -
Light Tractor Operator	4,852.27	0.00	12	\$ -
		0.48		\$ 25,900.79

1. 5th Step Variance @ 97.1133%

2. Positions reflect annual Hours @ 1764

Vehicle Usage/Fixed Assets ⁽³⁾	No. of Units	No. of Miles/Hrs	Cost Per Mile/Hour	Total
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Vehicle/Equipment Usage

1 Ton Dual Crew Cab Truck	0	-	0.6891	\$ -
3/4 ton crew cab (60 miles/week)	1	3,120.00	0.6433	\$ 2,007.10
1/2 ton truck (30 miles/week)	1	1,560.00	0.5029	\$ 784.52
1/2 ton truck sprayer truck	0	-	0.5029	\$ -
Landscape trailer	0	-	0	\$ -
				\$ 2,791.62

Fixed Assets (Annualized 7 years)

1 Ton Dual Crew Cab Pick-up Truck	0			\$ -
3/4 ton crew cab	1			\$ 4,521.43
1/2 ton truck	1			\$ 3,921.43
1/2 ton truck sprayer truck	0			\$ -
Landscape Equipment Trailer	0			\$ -
Toro 580D Mower	0			\$ -
Toro 345 (72") Mower	0			\$ -
				\$ 8,442.86

Services & Supplies

Equipment Supplies	\$ 302.80
Grounds Maintenance	\$ 2,428.47
Mowing Supplies	\$ -
	\$ 2,731.27

Total Services and Supplies/Equipment

\$ 13,965.75Indirect Costs

Avoidable Overhead Contract Admin.	\$ -
Avoidable Overhead Agency Admin.	\$ -
	\$ -

TOTAL ESTIMATED COUNTY AVOIDABLE COSTS⁽⁴⁾**\$ 39,866.53**

3. Equipment costs includes the use of a (2) 1/2-ton & (2) 3/4-ton Pick Ups with at rates of \$0.6433 & \$0.5029 per mile.

4. County's cost to provide the level of service proposed in the RFP

CONTRACTING COSTSCONTRACTOR'S DIRECT COST

Employee Salaries and Benefits	\$ 2,282.16
Services & Supplies and Equipment	\$ 3,109.44
Overhead	\$ 2,939.04
Profit	\$ 833.04
TOTAL CONTRACTOR'S COST⁽⁵⁾	\$ 9,163.68

COUNTY INDIRECT COST⁽⁶⁾

Unavoidable Overhead Contract Admin.	\$8,825 x 0.1 =	\$ 882.50
Unavoidable Overhead Agency Admin.	\$41,506 x 0.1 =	\$ 4,150.60
TOTAL COUNTY INDIRECT COST		\$ 5,033.10

TOTAL CONTRACTING COST (direct cost + indirect cost)

\$14,196.78

**ESTIMATED SAVINGS FROM CONTRACTING (TOTAL
ESTIMATED COUNTY AVOIDABLE COSTS LESS TOTAL
CONTRACTING COSTS)**

\$25,669.75

5. Contractor's bid on the RFP.

6. Indirect cost includes monitoring by County field staff.

**Oakridge Landscape Proposed Costs by Category
for Zone, 51, 71 and 72 Landscape & Grounds Maintenance Services**

Employee Salaries and Benefits (Zone 51, 71 & 72)

<u>Position</u>	<u>Full-Time Equivalent</u>	<u>Annual Hours</u>	<u>Hourly Rate</u>	<u>TOTAL</u>
Supervisor	1.00	2,072	\$14.06	\$29,124.00
Foreman	2.00	2,072	\$14.00	\$58,016.00
Laborer	3.85	2,072	\$11.84	\$94,450.00
Total				\$181,590.00
Employee Benefits				<u>\$0.00</u>
Total Employee Salaries and Benefits				\$181,590.00

Services, Supplies, and Equipment (Zone 51, 71 & 72)

Equipment: One Ford F-350 crew vehicle, one Ford Ranger truck, Xmark 48-52" mowers, Toro 21-36" Keys mowers, back pack blowers, hedge trimmers	\$11,620.32
Supplies (Misc irrigation parts, herbicides, uniforms)	\$12,906.60
Services (trash pick up, weed abatement, pruning)	<u>\$5,606.88</u>
Total Services, Supplies and Equipment	\$30,133.80

Overhead (Zone 51, 71 & 72)

Insurance, (General Liability, Worker's Comp, Auto, Umbrella)	\$18,115.44
Employee Taxes (Social Security, Medicare, State Disability)	<u>\$15,344.28</u>
Total Insurance/Employee Taxes	\$ 33,459.72
Administrative: (Accounting, Bookkeeping, Management, Office Equipment, Utilities, Telephone)	<u>\$25,545.60</u>
Total Overhead	\$ 59,005.32

Profit (Zone 51, 71 & 72)

	<u>\$27,072.84</u>
Total Profit	\$27,073

TOTAL CONTRACTOR'S COSTS FOR ZONE 51, 71 & 72 \$297,802

**Schedule of Difference Between County and Oakridge Landscape's Costs by Category for
Zone 51, 71 & 72 Landscape & Grounds Maintenances**

Costs by Category	County	Contractor	Difference	Remarks
Staffing				
Grounds Maint. Worker II	3.00		3.00	{A}
Grounds Maint. Worker I	3.50		3.50	
Irrigation Lawn Sprinkler Fitter	2.68		2.68	
Ag. Chem. Sprayer	0.15		0.15	
Light Tractor Operator	0.12		0.12	
Laborer		3.85	(3.85)	
Foreman		2.00	(2.00)	
Supervisor		1.00	(1.00)	
TOTAL	9.45	6.85	2.60	
Salary Costs	\$534,338	\$181,590.00	\$352,747.73	{B}
(County Salaries include 5th Step Variance of 97.1365%)				
Employee Benefits	\$0.00	\$0.00	\$0.00	{C}
Included with Salary Costs				
Equipment, Services & Supplies	\$71,729	\$30,133.80	\$41,595	{D}
Taxes & Insurance	\$0.00	\$33,460	(\$33,460)	
Indirect Costs	\$0.00	\$25,546	(\$25,545.60)	{E}
TOTAL Costs (Less Profit)	\$606,066	\$270,729	\$335,337	
Contractor Profit	\$0.00	\$27,073	(\$27,073)	{F}
TOTAL Costs	\$606,066	\$297,802	\$308,264	
Unavoidable Contracting Costs	\$0.00	\$35,232	(\$35,232)	
TOTAL County vs. Contracting Costs	\$606,066	\$333,034	\$273,033	

{A} The contractor has indicated that they can perform the services with less full-time equivalent staff since they are performing similar services in the area. The number of County positions is based on the total number of hours divided by the annual County productive hours of 1,764.

{B} The County's and contractor's salary costs are based on full-time staff as well as a percentage of staff's time. The contractor's salary costs are 61% of the contract costs.

{C} Contractor will not be providing health benefits to those hourly employees providing services under this contract. Therefore, as required by the Living Wage Ordinance, contractor will pay its hourly employees providing services under this contract no less than \$11.84 per hour.

{D} As indicated on Attachment II, the total costs for services, supplies, and equipment are approximately 10% of the contract costs.

{E} Contractor's indirect costs (overhead) are approximately 20% of the contract costs and are associated with the cost of insurance premiums, employee taxes, management, telephone, utilities, office equipment and bookkeeping.

{F} The total profit for providing services under this contract is at 9% of the total Contractor's costs.

**AMENDMENT NUMBER 1 TO CONTRACT NO. 76080
FOR THE LANDSCAPE AND GROUND MAINTENANCE SERVICES AT THE
TESORO DEL VALLE, ZONE 74
PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972**

THIS AMENDMENT NUMBER 1 TO CONTRACT NO. 76080, made and entered this
15TH day of APRIL, 2008

BY AND BETWEEN THE

COUNTY OF LOS ANGELES, a
body corporate and politic,
hereinafter referred to as "County",

AND

OAKRIDGE LANDSCAPE INC.,
hereinafter referred to as
"Contractor" for landscape and
ground maintenance services,
hereinafter referred to as "services"
for the **Special Districts Group 2:**
Zone 74, Tesoro Del Valle,
hereinafter referred to as "Zones".

RECITALS

WHEREAS, on May 1, 2007, the Los Angeles County Board of Supervisors
(Board) approved Contract Number 76080 (Contract) with Contractor for the provision of
landscape and ground maintenance services for Zones; and

WHEREAS, the County has existing Valencia High School (Zone 51), Haskell
Canyon Ranch (Zone 71) and Copperhill Twenty Two (Zone 72) which require
landscape and ground maintenance services and will be added to the Zones Contract
through this Amendment; and

WHEREAS, the County has determined that it is legal, feasible, and cost
effective to Contract Landscape and Ground Maintenance Services; and

WHEREAS, pursuant to Section 8.0, Change Notices and Amendments, Paragraph 8.2 of the Contract, compensation may be authorized by the Board to increase the Contractor's service requirements due to the addition zones; and

WHEREAS, the County and Contractor agree to amend the current Contract to include additional landscape and ground maintenance services at Zone 51, 71 and 72 ; and

WHEREAS, the County reserves the right to amend other terms and conditions in the Contract as they becomes necessary; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them does agree as follows:

1.0 APPLICABLE DOCUMENTS

1.1 The existing Paragraph 1.1 "Applicable Documents", of the Contract is amended to include Exhibit A-3, A-4 and A-5, Pricing and Billing Schedule and Performances Frequencies for each zone which is attached hereto and forms part of the Contract.

2.0 CONTRACTOR'S SERVICES

The existing Section 3.0 of the Contract is deleted in it's entirely, and replaced as follows:

"3.0 CONTRACTOR'S SERVICES

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit B, Statement of Work. The specific frequencies per site are identified in Exhibit A-1 and A-2,

Pricing and Billing Schedule and Performance Frequencies, and Exhibit A-3, A-4 and A-5, Pricing and Billing Schedule and Performance Frequencies, and govern the Contractor's completion of required operations.

- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County."

3.0 PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

1. The existing Exhibit A-1 and A-2, Pricing and Billing Schedule and Performance Frequencies, of the Contract is amended to include Exhibit A-3, A-4 and A-5 Pricing and Billing Schedule and Performance Frequencies, attached hereto and made part of the Contract.
2. The Contractor shall provide the required landscape and ground maintenance services at Zone 51, 71 and 72 in the manner and form described in both Exhibit A-1 and A-2, Pricing and Billing Schedule and Performance Frequencies, and Exhibit A-3, A-4 and A-5, Pricing and Billing Schedule and Performance Frequencies.

4.0 STATEMENT OF WORK

The existing Exhibit B, Statement of Work, Section 2.0, "Zones To Be Maintained," of the Contract is amended to include the following: "Zone Number 51, Valencia High School," "Zone Number 71, Haskell Canyon Ranch" and "Zone Number 72, Copperhill Twenty Two."

5.0 RATIFICATION

All other terms, conditions, covenants and promises of the Contract not affected by this Amendment Number 1 shall remain in full force and effect and are hereby reaffirmed.

6.0 EFFECTIVE DATE

The effective date of this Amendment Number 1 to the Contract shall be the date of approval hereof by the Board.

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Abstract

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IN WITNESS WHEREOF, Contractor has executed this Amendment Number 1, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By *Yvonne B. Burke*
Yvonne B. Burke
Chair, Board of Supervisors

CONTRACTOR

By *[Signature]*
Name

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors
for the County of Los Angeles

By *[Signature]*
Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By *Christina A. Salseda*
Christina A. Salseda, Senior Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 APR 15 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } S.S.

On this 17th day of April, 2008, before me, Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared Jeffrey Myers, as the President of Oakridge Landscape, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that the person executed the same in his / her authorized capacity, and that by his / her signature on the instrument the Corporation upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Conny B. McCormack
Registrar-Recorder / County Clerk
County of Los Angeles


By 
Deputy County Clerk

EXHIBIT A-3

PRICING AND BILLING SCHEDULE AND PERFORMANCES FREQUENCIES
Landscaping and Lighting Act District No. 2
Valencia High School, Zone 51

IRRIGATED PLANTED SLOPES / FLAT AREAS (38.18 acres)

		Cost Per	
	Frequency	Frequency	Annual Cost
TURF CARE (2.79 Acres)			
1	Irrigation Maintenance / Management Conventional irrigation, manual/automatic control system. Repair once per week. Scope of work to include but shall not be limited to visual system check including valve box integrity; test for operability; inspect and make adjustments; provide for ongoing repair of system components and respond to intermittent malfunctions and perform backflow certification and maintenance.	52 \$294.32	\$15,304.64
2	Mowing and Edging Mow and edge as scheduled from January through December.	43 \$350.73	\$15,081.39
3	Aeration ½ Tines Operation to occur in May and includes clean-up.	1 \$3,246.86	\$3,246.86
4	Verticut, Overseed and Top dress Operation to occur in October and includes clean-up and fertilization.	1 \$1,948.11	\$1,948.11
5	Fertilization a. Mechanically Broadcast Fertilize in March, April, October and November using Best – Turf Supreme 16-8-8 fertilizer.	4 \$1,103.11	\$4,412.44
	b. Mechanically Broadcast Fertilize in May using balance inorganic 15-15-15 fertilizer.	1 \$1,103.11	\$1,103.11
6	Disease and Weed Control Provide disease and weed control as scheduled.	12 \$675.34	\$8,104.08
<i>Turf Care Total On-going Costs Per Year</i>			\$49,200.63

EXHIBIT A-3

PRICING AND BILLING SCHEDULE AND PERFORMANCES FREQUENCIES

Landscaping and Lighting Act District No. 2

Valencia High School, Zone 51

1 Irrigation Maintenance / Management

Conventional and point irrigation, manual/automatic control system. Repair once per week. Scope of work to include but shall not be limited to visual system check including valve box integrity; test for operability; inspect and make adjustments; provide for ongoing repair of system components and respond to intermittent malfunctions and perform backflow certification and maintenance.

a. Maintain conventional irrigation system. Approximately 24.17 acres	52	\$280.85	\$14,604.20
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b. Maintain point irrigation system. Approximately 14.01 acres	52	\$89.10	\$4,633.20
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2 Fertilization

a. Mechanically Broadcast In conventional irrigation area apply balance inorganic 15-15-15 fertilizer (May & September).	2	\$1,868.14	\$3,736.28
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b. Hand Broadcast In conventional irrigation area broadcast fertilizer in March with Grow Power Plus 12% Sulfur.	1	\$3,738.20	\$3,738.20
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c. Individually Apply to Each Plant Apply fertilizer to each plant within point irrigated areas. Use balanced 15-15-15 inorganic fertilizer to each plant within point irrigation area. Apply in May and September.	2	\$3,663.75	\$7,327.50
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d. Hand Broadcast Individually apply to each plant within the point irrigated areas. Use Grow Power Plus 12% Sulfur. Apply in March.	1	Include Above Price	
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3 Weed Control Provide manual/chemical control once per week.	52	\$829.65	\$43,141.80
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4 Pruning/Trimming

a. Trees (approximately 2,982 trees) Prune 1/3 of identified trees as scheduled; January through February.	1	\$10,000.00	\$10,000.00
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b. Shrubs Prune shrubs per approved scheduled; January through December.	12	\$3,813.00	\$45,756.00
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c. Ground Cover Trim ground cover as scheduled; January through December.	12	\$2,317.52	\$27,810.24
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d. Tree/Shrub Disease Control Provide disease control as scheduled; February through May.	2	\$3,210.00	\$6,420.00
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EXHIBIT A-3

PRICING AND BILLING SCHEDULE AND PERFORMANCES FREQUENCIES
Landscaping and Lighting Act District No. 2
Valencia High School, Zone 51

Irrigated Planted Slopes / Flat Areas Total On-Going Costs Per Year \$167,167.42

FIRE PROTECTION SLOPES (Approximately 4.81 acres)

Brush Clearance/Weed Abatement	1	\$1,883.40	\$1,883.40
Provide general brush clearance/weed abatement as scheduled in May - June.			

Fire Protection Slopes Total On-Going Costs Per Year \$1,883.40

NATURAL AREA (Approximately 4.04 acres)

Visual Inspection	52	\$156.34	\$8,129.68
Provide pick-up trash and remove off site.			

Natural Area Total On-Going Costs Per Year \$8,129.68

COST SUMMARY

	Annual Cost
A. Turf Care	\$49,200.63
B. Irrigated Planted Slopes/Flat Areas (Conventional and Point Irrigation)	\$167,167.42
C. Fire Protection Slopes	\$1,883.40
D. Natural Area	\$8,129.68
TOTAL CONTRACT COSTS	\$226,381.13

EXHIBIT A-4

PRICING AND BILLING SCHEDULE AND PERFORMANCES FREQUENCIES
Landscaping and Lighting Act District No. 4
Haskell Canyon Ranch, Zone 71

IRRIGATED PLANTED SLOPES (11.29 acres)

		Cost Per		
	Frequency	Frequency	Annual Cost	
1	Irrigation Maintenance / Management			
	Conventional and point irrigation, manual/automatic control system. Repair once per week. Scope of work to include but shall not be limited to visual system check including valve box integrity; test for operability; inspect and make adjustments; provide for ongoing repair of system components and respond to intermittent malfunctions and perform backflow certification and maintenance.			
	a. Maintain conventional irrigation system approximately 2.41 acres	52	\$28.00	\$1,456.00
	b. Maintain Point irrigation system approximately 8.88 acres	52	\$56.47	\$2,936.44
2	Fertilization			
	a. Mechanically Broadcast In conventional irrigation area apply balance inorganic 15-15-15 fertilizer (May & September)	2	\$552.41	\$1,104.82
	b. Hand Broadcast In conventional irrigation area broadcast fertilizer in March with Grow Power Plus 12% Sulfur.	1	\$1,105.04	\$1,105.04
	c. Individually Apply to Each Plant Apply fertilizer to each plant within point irrigated areas. Use balanced 15-15-15 inorganic fertilizer to each plant within point irrigation area. Apply in May and September.	2	\$1,083.88	\$2,167.76
	d. Hand Broadcast Individually apply to each plant within the point irrigated areas. Use Grow Power Plus 12% Sulfur Apply in March	1	\$1,083.88	\$1,083.88
3	Weed Control Provide manual/ chemical control once per week.	52	\$245.33	\$12,757.16
4	Pruning/Trimming			
	a. Trees (approximately 222 trees) Prune 1/3 of identified trees as scheduled; January	1	\$8,100.00	\$8,100.00
	b. Shrubs Prune shrubs per approved scheduled; January through December.	12	\$1,127.41	\$13,528.92
	c. Ground Cover Trim ground cover as scheduled; January through December.	12	\$685.30	\$8,223.60
	d. Tree/Shrub Disease Control Provide disease control as scheduled; February through May.	2	\$1,878.75	\$3,757.50

EXHIBIT A-4

PRICING AND BILLING SCHEDULE AND PERFORMANCES FREQUENCIES

Landscaping and Lighting Act District No. 4

Haskell Canyon Ranch, Zone 71

<i>Irrigated Planted Slopes Total On-Going Costs Per Year</i>	\$56,221.12
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NATURAL AREA (Approximately 3.06 acres)

Visual Inspection	52	\$116.10	\$6,037.20
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Provide pick-up trash and remove off site.

<i>Natural Area Total On-Going Costs Per Year</i>	\$6,037.20
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COST SUMMARY

	Annual Cost
A. Irrigated Planted Slopes	\$56,221.12
(Conventional and Point Irrigation)	
B. Natural Area	\$6,037.20
TOTAL CONTRACT COSTS	\$62,258.32

EXHIBIT A-5

PRICING AND BILLING SCHEDULE AND PERFORMANCES FREQUENCIES

Landscaping and Lighting Act District No. 4

Copperhill Twenty Two, Zone 72

IRRIGATED PLANTED SLOPES / FLAT AREAS (1.55 acres)

		Cost Per Frequency	Frequency	Annual Cost
1	Irrigation Maintenance / Management			
	Conventional and point irrigation, manual/automatic control system. Repair once per week. Scope of work to include but shall not be limited to visual system check including valve box integrity; test for operability; inspect and make adjustments; provide for ongoing repair of system components and respond to intermittent malfunctions and perform backflow certification and maintenance.			
	a. Maintain conventional irrigation system approximately .28 acres	52	\$2.50	\$130.00
	b. Maintain Point irrigation system approximately 1.27 acres	52	\$8.10	\$421.20
2	Fertilization			
	a. Mechanically Broadcast In conventional irrigation area apply balance inorganic 15-15-15 fertilizer (May & September)	2	\$75.84	\$151.68
	b. Hand Broadcast In conventional irrigation area broadcast fertilizer in March with Grow Power Plus 12% Sulfur.	1	\$151.76	\$151.76
	c. Individually Apply to Each Plant Apply fertilizer to each plant within point irrigated areas. Use balanced 15-15-15 inorganic fertilizer to each plant within point irrigation area. Apply in May and September.	2	\$148.73	\$297.46
	d. Hand Broadcast Individually apply to each plant within the point irrigated areas. Use Grow Power Plus 12% Sulfur Apply in March	1	\$148.73	\$148.73
3	Weed Control Provide manual/ chemical control once per week.	52	\$33.68	\$1,751.36
4	Pruning/Trimming			
	a. Trees (approximately 60 trees) Prune 1/3 of identified trees as scheduled; January through February.	1	\$2,473.00	\$2,473.00
	b. Shrubs Prune shrubs per approved scheduled; January through December.	12	\$165.00	\$1,980.00
	c. Ground Cover Trim ground cover as scheduled; January through December.	12	\$94.06	\$1,128.72
	d. Tree/Shrub Disease Control Provide disease control as scheduled; February through May.	2	\$135.00	\$270.00

EXHIBIT A-5

PRICING AND BILLING SCHEDULE AND PERFORMANCES FREQUENCIES
Landscaping and Lighting Act District No. 4
Copperhill Twenty Two, Zone 72

<i>Irrigated Planted Slopes/ Flat Areas Total On-Going Costs Per Year</i>			\$8,903.91
FIRE PROTECTION SLOPES (Approximately 0.63 acres)			
Brush Clearance/Weed Abatement	1	\$260.00	\$260.00
Provide General brush clearance/weed abatement as scheduled in May - June			
<i>Fire Protection Slopes Total On-Going Costs Per Year</i>			\$260.00

COST SUMMARY

	Annual Cost
A. Irrigated Planted Slopes/Flat Areas (Conventional and Point Irrigation)	\$8,903.91
B. Fire Protection Slopes	\$260.00
TOTAL CONTRACT COSTS	\$9,163.91

EXHIBIT B

STATEMENT OF WORK

<u>EXHIBITS</u>	<u>DESCRIPTION</u>
B-1	Administrative Specifications
B-2	Specifications For The Provision Of Landscape And Appurtenant Maintenance Services For Landscaping And Lighting Act (LLA) Districts
B-3	Special Districts Annual Maintenance Program Schedule
B-4	Tree Pruning and Removal
B-5	Preventative Disease Control
B-6	Special Districts Irrigation Program
B-7	Summer Irrigation Schedule Form
B-8	Winter Irrigation Schedule Form
B-9	Zone Map
B-10	Staffing Plan

EXHIBIT B-1

STATEMENT OF WORK ADMINISTRATIVE SPECIFICATIONS

1. GENERAL REQUIREMENTS

1.01 Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, he will use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

1.02 Contractor shall provide the labor, materials, and equipment necessary for the provision of grounds and landscape maintenance services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

1.03 Contractor is hereby required to render and provide building and grounds maintenance services including, but not limited to, turf mowing, edging, trimming, overseeding, reseeding, fertilization, aeration, irrigation, hand watering and bleeding of valves as necessary during emergencies when automatic systems are not functioning, pruning and renovation of turf and shrub areas as well as provide weed control, disease control, tree maintenance, maintenance of irrigation systems including backflow prevention devices, repair of walkways, pumps, walkway lighting systems and the necessary maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by County. The specific frequencies per site are identified in Exhibit A-3 through A-5, Pricing and Billing Schedule and Performances Frequencies, and govern the Contractor's completion of required operations.

1.04 Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, athletic or turf areas.

1.05 The Contractor recognizes, that during the course of this Agreement, other activities and operations may be conducted by County work forces and other

contracted parties. These activities may include, but, not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefore by the Director.

1.06 Contractor shall, during the hours and days of maintenance service, as identified in Section 9, respond to all emergencies within two (2) hours of notification.

1.07 Contractor shall be required to clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.

2. ZONE TO BE MAINTAINED

2.01 The area/zone to be maintained under the provisions of this Agreement is shown on Exhibit B-9, Zone Maps, attached hereto and incorporated herein, and identified as:

Zone Number 51, Valencia High School
Zone Number 71, Haskell Canyon Ranch
Zone Number 72, Copperhill Twenty Two

These zones are landscaped with turf, groundcover, shrubs, and is irrigated by manual and/or automatic irrigation systems.

2.02 Contractor acknowledges personal inspection of the area/zone and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Contractor accepts the premises in their present physical condition, and agrees to make no demands upon County for any improvements or alterations thereof.

3. CERTIFICATIONS/REPORTS

3.01 Payroll and Prevailing Wage Report

Contractor shall complete a Payroll and Prevailing Wage Certification Report which shall be made available to the Director concurrent with the monthly invoicing. Contractor may use Exhibit E "Public Works Payroll Reporting and Certification Form" or provide the required information in a form acceptable to the Director. The monthly payment will not be made until such report is received and found acceptable by the Director.

3.02 Maintenance Function Report

Contractor shall maintain and keep current a report that records when all Periodic, Seasonal, and Additional Work, maintenance functions performed by Contractor's personnel were completed. Said report shall be in a form and content acceptable to the Director and will be made available to the Director upon request. The monthly payment may not be made if such report is requested and not made available or is in a form that is unacceptable to the Director.

3.03 Certification of Specialty Type Maintenance

When applicable, Contractor shall include with the monthly invoice, those specialty type maintenance items completed. The following information shall include but not be limited to:

a. Quantity and complete description of all commercial and organic fertilizer(s) used.

b. Quantity and label description of all grass seed used.

c. Quantity and complete description of all soil amendments used.

d. A valid licensed California Pest Control Advisor's recommendations and copies of corresponding Agricultural Commissioners Pesticide Use Reports signed by a licensed California Pest Control Operator for all chemical, disease and pest control work performed. The report shall be accompanied by a listing of each material used, quantity used, the location of use, the date used, the person responsible for the report, the applicators name and the license number under which the applicator was operating.

3.04 Certified Monitoring Reports for Living Wage Program

Contractor shall submit to the County, certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County which contains the above information. The

County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

4. ADDITIONAL WORK

4.01 The Director may at his discretion, without increasing the contract price as identified in Exhibit A3 through A-5, "Pricing and Billing Schedule and Performances Frequencies", modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence; or services required due to new or modification of existing area/zone.

4.02 Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without the written authorization from the Director. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Director for approval.

4.03 All additional work as provided for in Section 8 of the agreement shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.

5. CONTRACTOR'S DAMAGES

5.01 All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the Contractor's expense.

5.02 All such repairs or replacements shall be completed within the following time limits.

a. Irrigation damage shall be repaired or replaced within one watering cycle.

b. All damages to shrubs, trees, turf or groundcover shall be repaired or replaced within five (5) working days.

5.03 All repairs or replacements shall be completed in accordance with the following maintenance practices.

a. Trees

Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist.

If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of Director.

b. Shrubs

Minor damage may be corrected by appropriate pruning as required in the "Pruning and Hedge Trimming Operation" of the On-Going Maintenance Specifications.

Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials" of the Seasonal Specialty Task Specifications.

c. Chemicals

All damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to insure its ability to support plant life.

d. Appurtenances

All damage caused to components of the area/zone such as pumps, pump houses, doors, drainage structures, walkways, fences, light fixtures etc. from accidents or cumulative effects of incidents caused by the carelessness of Contractor's staff shall be immediately corrected at the Contractor's expense.

6. INTERPRETATION OF THE MAINTENANCE SPECIFICATIONS

6.01 Should any misunderstanding arise, the Director will interpret this Agreement. If the Contractor disagrees with the interpretation of the Director, Contractor shall continue with the work in accordance with the Director's interpretation. Within thirty (30) days after receipt of the interpretation, Contractor may file a written

request for a hearing before a Disputes Review Panel as provided hereinafter. The written request shall outline in detail the area of dispute.

6.02 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three County personnel having experience in the administration of grounds maintenance contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

7. OFFICE OF INQUIRIES AND COMPLAINTS

7.01 The Contractor shall maintain an office at some fixed place located in the Los Angeles Metropolitan Area and shall maintain a telephone thereat, listed in the telephone directory in its own name or in the firm name by which it is most commonly known and shall, during the daily hours of maintenance operation, have some responsible person(s) employed by the Contractor to take the necessary action regarding all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities. An answering service shall be considered an acceptable substitute to full time coverage, provided Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. During normal working hours, the Contractor's Foreman or employee of the Contractor, who is responsible for providing maintenance services shall be available for notification through electronic communications.

7.02 During the normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, County may, after reasonable attempt to notify the Contractor cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to Contractor from County.

7.03 The Contractor shall maintain a written log of all complaints, the date and time thereof and the action taken pursuant thereto or the reason for non-action. The log of complaints shall be open to the inspection of the Director at all reasonable times.

7.04 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Director. If any complaint is not abated within 24 hours, the Director shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the Director may correct the specific complaint and the total cost incurred by the County will be deducted and forfeit from the payments owing to the Contractor from the County.

8. SAFETY

8.01 Contractor agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

8.02 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the area/zone unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert the public of the existence of hazards,

replacing valve box covers, and securing the area/zone so as to protect members of the public or others from injury. During normal hours Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring within the landscape easement area. Contractor shall cooperate fully with County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director within five (5) days following the occurrence.

9. HOURS AND DAYS OF MAINTENANCE SERVICES

9.01 The basic daily hours of maintenance service shall be as follows:

- a. For the months of November through April, 7:00 a.m. to 3:30 p.m.
- b. For the months of May through October, 6:00 a.m. to 2:30 p.m.

9.02 Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five (5) days per week. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Director.

9.03 Per State of California Labor Code, Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Agreement shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the County the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Agreement by him, or any subcontractor under him, upon any of the work included in said Agreement for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

10. MAINTENANCE SCHEDULES

10.01 Contractor shall, within ten (10) days after the effective date of this Agreement, submit a work schedule to the Director for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon. In addition, Contractor shall notify the Director, in writing, at least two (2) weeks prior to the scheduled date and time for the eradication process of rodents pursuant to Section 46 of the Statement of Work.

10.02 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director for his review, and if appropriate his approval, within five (5) working days prior to scheduled time for the work.

10.03 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Director for Specialty Type maintenance as set forth immediately hereinafter.

10.04 Contractor shall notify the Director, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:

- a. Fertilization
- b. Turf renovation/reseeding
- c. Micro-Nutrients/soil amendments
- d. Spraying of trees, shrubs or turf
- e. Aesthetic tree pruning
- f. Other items as determined by the Director.

11. CONTRACTOR'S STAFF

11.01 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. Contractor's employees, whether assigned to any one area/zone or as part of a crew serving any number of areas/zones, shall include at least one individual who speaks and comprehends in the English language.

11.02 The Director may at any time give Contractor written notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public within the landscape easement area. Contractor shall meet with representatives of the Director to consider the appropriate course of action with respect to such matter and Contractor shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of Contractor's employees will not be detrimental to the interest of the public within the landscape easement area.

11.03 Director may require the Contractor to establish an identification system for personnel assigned to the facilities which clearly indicates to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Director.

11.04 The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically; uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times and buttoned.

12. SIGNS/IMPROVEMENTS

12.01 Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefore is obtained from the Director.

13. UTILITIES

13.01 The County shall pay for all utilities with the exception of the telephone. However, water usage shall not exceed amount required to comply with irrigation schedules established by the Director. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from County will

be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

14. NON-INTERFERENCE

14.01 Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

15. USE OF CHEMICALS

15.01 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be maintained.

15.01.01 Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the Los Angeles County Agricultural Commission. Contractor shall also be certified in categories D and E of the Pest Control Advisor's License and in category B of the Qualified Applicator's License.

15.01.02 If Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, Contractor, upon written consent of the Director per Section 12 of the Agreement, may subcontract this service.

15.01.03 If the chemical application is performed without the necessary Department approvals, including registration, licenses and permits, Director may deduct pro rata from Contractor's invoice applicable contract costs for chemical spraying.

15.01.04 The action above shall not be construed as a penalty but as an adjustment of payment to Contractor due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

15.01.05 In addition to the remedies provided heretofore, this Agreement may be terminated per Section 9.15 of the Agreement upon Contractor's failure to correct deficiencies in a timely manner.

15.02 A listing of proposed chemicals to be used including; commercial name, application rates and type of usage shall be submitted to the Director for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Director.

15.03 Chemicals shall be applied only by those persons possessing a valid California Certified Applicator's License. Application shall be in strict accordance with all governing regulations.

15.04 Records of all operations stating dates, times, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of three (3) years. Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the PCA recommendation for each application (site specific) shall be provided to the monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

15.05 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.

15.06 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

15.07 Chemicals shall be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

EXHIBIT B – 2 STATEMENT OF WORK

SPECIFICATIONS FOR THE PROVISION OF LANDSCAPE AND APPURTENANT MAINTENANCE SERVICES FOR LANDSCAPING AND LIGHTING ACT (LLA) DISTRICTS

1. TURF CARE

1.01 The Contractor shall perform at his sole expense the following services:

a. Mowing

Turf shall be mowed with an adequately sharpened rotary or reel-type mower, equipped with rollers, to ensure a smooth surface appearance without scalping. All cool season grasses (Blue Grass and Fescues) to be cut at 2-1/2 inches during April through November and at 2 inches during December to March of each year. The mowing heights will be adjusted by the Director during periods of renovation. All grass clippings will be collected and removed from the site on the same day the area is mowed. A mowing schedule will be established and maintained. This schedule will provide that all areas will be mowed not less than once a week during the warm season of April to November and once every two weeks during the cool season of December to March. This schedule will be submitted to the Director for approval.

b. Power Edge

With each cutting, the edge of the grass along sidewalks, curbs, shrub and flower beds, and walls shall be trimmed to a neat and uniform line. Where trees and shrubs occur in turf areas, all grass shall be removed 6 inches from the trunks of trees and away from the drip line of shrubs by use of power scythe, approved chemicals, or small mowers as required. Trim around all sprinkler heads as necessary in order to provide maximum water coverage. Edging will be done concurrent with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices or any structures located within the turf areas. All turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. All clippings shall be removed from the site the same day area is edged. After mowing and edging is completed all adjacent walkways shall be cleaned to remove accumulated debris and limit hazardous conditions.

c. Weed Control
Control turf weeds as needed and in accordance with the Annual Maintenance Program Schedule (Exhibit B-3). Hand removal of noxious weeds or grasses will be required as necessary.

d. Insect, Ants, Mollusk and Disease Control
Eliminate all insect, ants, mollusk and disease affecting turf areas as they occur.

e. Aerification
Aerate all turf areas two (2) times annually (May, prior to fertilization and September, prior to fertilization) in accordance with the Annual Maintenance Program Schedule or at the discretion of the Director. Aerate all turf by using ½ inch tines removing 2-inch cores of sod with an aerator machine at not more than 6-inch spacing once over. Director is to be notified at least two (2) weeks prior to the exact date of aerating.

f. Thatch Removal
Verticut all cool season grasses once annually prior to the overseeing operation to be performed in accordance with the Annual Maintenance Program Schedule. Equipment will consist of standard renovating or vertical mowing types. Director is to be notified at least two (2) weeks prior to the exact date of renovation.

g. Irrigation
Irrigation, including hand watering and bleeding of valves during an emergency situation, as required to maintain adequate growth rate and appearance and in accordance with a schedule most conducive to plant growth. Contractor shall have a minimum of two (2) personnel proficient in the operation and programming of Cal Sense ET1 Controllers. Contractor shall procure, (at contractor's expense estimated \$5,200), operate and maintain Cal Sense Command1 Central Computer System at Contractor office throughout the duration of the contract. Contractor shall maintain eight (8) times per year Cal Sense ET GANEE per manufacturer's specifications. Contractor shall contact manufacturer for service and training at (800) 572-8608 on an as-needed basis. Contractor to provide Director with quarterly written irrigation schedule (Exhibit B-7 and B-8) attached hereto. Director shall have the ability to change the irrigation schedule.

During winter months or when weather is 32 degrees or lower, contractor shall run irrigation booster pump once a week for a minimum of ten minutes. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

1. Consideration must be given to the soil conditions, season temperatures, wind conditions, humidity, minimizing runoff and the relationship of conditions which affect day and night watering. This may include daytime watering during winter weather to prevent icy conditions and manual operation of the irrigation system during periods of windy or inclement weather. During freezing and/or windy conditions, automatic irrigation will be discontinued.

2. In areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night (between the hours of 7:00 p.m. and 6:00 a.m.).

3. The Contractor shall be responsible for monitoring all systems within the jurisdiction of this specification and correct for: coverage, adjustment, clogging of lines, and removal of obstacles, including plant materials which obstruct the spray.

4. Check systems and adjust and/or repair any sprinkler heads causing excessive runoff, including slope areas, or which throw directly onto roadway paving or walks (where sprinkler heads can be adjusted) within the District.

5. All controllers shall be adjusted to consider the water requirements of each season, plant community, and adverse weather changes.

6. Irrigation system will be controlled by Contractor in such a way as not to cause an excessively wet area which could interfere with the Contractor's ability to mow all turf.

7. The Contractor shall observe and note any deficiencies occurring from the original design and review these findings with the Director, so necessary improvements can be considered.

8. Contractor shall repair all leaking or defective valves immediately upon occurrence, or within twenty-four (24) hours following notification from the Director of such a deficiency.

9. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

10. Contractor shall file a monthly statement with the Department of Parks and Recreation certifying that all irrigation systems are functioning properly and provide an irrigation schedule on a quarterly basis.

11. Contractor shall also be required to file a yearly certification with the Department of Health Services that all backflow prevention devices on the irrigation systems are operating in accordance with the requirements established by the County of Los Angeles, Health Services Department. It will be the responsibility of the Contractor to repair and replace when necessary subject to the provisions of Section 6 hereunder all backflow prevention devices at his sole expense. Said certification shall be completed within thirty (30) days upon notification to the Department of Health Services that said certifications are made.

12. The bleeding of valves and hand watering are to be used only in emergency situations.

h. Fertilization

Turf shall be fertilized two times per year with Best – Triple Twelve 12-12-12 during the months of May and September. All fertilizer used shall be inorganic and granular. Rate for each application shall be one (1) pound of actual available nitrogen per one thousand (1,000) square feet of turf area. In addition to the balanced-type commercial fertilization, the Contractor shall fertilize all turf areas with Best – Turf Supreme 16-6-8 four times a year during March (after aeration), April, October and November of each calendar year at a rate of one (1) pound of actual available nitrogen per one thousand (1,000) square feet. All turf areas fertilized shall be thoroughly soaked immediately after fertilization. Soil tests shall be taken by Contractor one (1) time per year during the month of March. Fertilizer materials and rates maybe adjusted by Director based on test results.

i. Turf Reseeding

Contractor shall once each year during the month of September, overseed all turf areas after aerification and overseed all bare spots as needed throughout the remainder of the year to reestablish turf to an acceptable quality. When Contractor reseeds turf, he will aerify, renovate, or verticut, seed and mulch (spread evenly over

the entire area to a uniform depth of ¼ inch) in this sequence. The Director may require the use of sod when deemed necessary. Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor.

Overseeing shall be sown at a rate of five (5) pounds per one thousand (1,000) square feet and reseeding of bare areas shall be sown at a rate of eight (8) pounds per one thousand (1,000) square feet. The following seed specifications shall be used for all overseeing and reseeding and may be adjusted at the Director's discretion.

<u>Name</u>	<u>Proportion by Weight</u>	<u>Purity</u>	<u>Germination</u>
Newport Blue Grass	20%	95%	90%
Lolium Perenne "Pennfine" Rye	26-1/3%	95%	85%
Pennant Rye	26-1/3%	95%	85%
Derby Rye	26-1/3%	95%	85%

2. **SHRUB, GROUND COVER AND VINE CARE**

2.01 The Contractor shall perform at his sole expense the following services:

- a. Pruning (with hand pruners/loppers/saws)

As indicated by the Director, prune shrubbery between the months of January and March to encourage healthy growth habits pertaining to each individual species of plant, and for an overall balanced shape and appearance. All shrubs shall be free of dead wood, weak, diseased, insect-infested, and damaged limbs shall at all times. In general, selective thinning cuts should be made; not "heading" or tipping" cuts. Some growth will need to be thinned or lifted slightly, one foot (1') to two feet (2'), to allow all sprinklers to spray freely. Remove all clippings the same day shrubbery is pruned.

- b. Trimming (with hedge shears or hand-pruners)

Restrict growth by trimming shrubbery and ground covers to area behind curbs and walkways, within planter beds and away from walls, fences and utilities as necessary, or upon written notice by the Director. Keep ground cover trimmed two feet (2') diameter from the base of shrubs. For all high-branches, open shrubbery and all trees, keep ground cover trimmed one foot (1') away from outer perimeter of trunks. For all trees in turf areas, spray a two foot (2') radius clearing out from perimeter of

trunk and mulch. Do not use string trimmers/weed whippers around trees and shrubs. Trim designated formal hedges and/or shrubs to heights indicated by the Director.

Trim clinging vines (e.g., Ivy, Ficus, Virginia Creeper) to stay on block wall surfaces - not on buildings (except as designated) nor entangled in groundcover, shrubs or trees.

c. Renovation

Renovate ground covers (e.g. Rosemary, Acacia) according to prescribed practices in the industry as needed to maintain a healthy vigorous appearance and growth rate. All Rosemary ground cover to be renovated and lowered once per year during the months of February through March. Ground cover height shall be at the discretion of the Director.

d. Insect, Mollusk, Ant and Disease Control

Maintain free of disease, insects, ants and mollusks and treat when needed pursuant to Section 4.01.

e. Weed Control

All ground cover and shrub beds are to be kept weed free at all times. Methods for control can incorporate one or all three of the following:

1. Hand removal
2. Cultivation
3. Chemical eradication (mainly within point irrigated areas). No hand weeding on slopes that utilize jute netting. Use chemical eradication twice a year.

f. Fertilization

Mechanically broadcast or individually apply (point irrigation) fertilizer three (3) times per year during the months of March (Best – Triple Twelve 12-12-12), May (Best – Supreme 16-6-8), and September (Best – Supreme 16-6-8). Individually apply Best Triple Twelve 12-12-12 at the rate of 1 cup per plant, to all plants serviced by a point irrigation system. Contractor will cultivate into soil. Soil tests shall be taken by Contractor one (1) time per year during the month of March. One soils test with complete analysis and recommendation(s) shall be taken for every five acres of designated landscape areas. Test site(s) to be determined by the Director. Fertilizer materials and rates maybe adjusted by Director based on test results. The Contractor

shall provide the Director with a fertilization schedule, with two (2) weeks' notification prior to the proposed fertilization.

g. Irrigation

Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of Section 1.01, Paragraph g of this specification.

h. Shrub and Ground Cover Replacement

All damaged, diseased (untreatable) or dead shrubs and ground covers will be replaced as provided for under the provisions of Section 5 of the Administrative Specifications with the exact same material that existed and of similar size as required by the Director unless otherwise notified by the Director in writing. Shrubs and ground covers damaged or lost due to Contractor negligence shall be replaced at Contractor's expense. Shrubs and ground covers damaged or lost due to vandalism shall be replaced at Contractor's expense. Substitutions for any plant materials must have prior approval in writing by the Director. Original plans and specifications should be consulted to determine correct identification of species. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance of the job by the Director.

3. TREE CARE

3.01 The Contractor shall perform at his sole expense the following services:

a. Tree Maintenance

1. Maintain seven (7) foot clearance for branches overhanging walks and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of streets where applicable.

2. Control insects and diseases as needed pursuant to the provisions of Section 4.

3. Stake and support all replacement trees and replace stakes which have been broken or damaged on existing trees as required.

i. Tree stakes shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon trees sizes, (two (2) per tree).

ii. Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree).

iii. Hose for covering wire to be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).

iv. Stakes will not be placed closer than eight (8) inches from trunk of the tree.

v. Stakes and ties will be placed so no chafing of bark occurs and shall be checked frequently and retied to prevent girdling.

b. Tree Pruning

During the first three (3) years, head back lower branches and prune all trees, including those on the slopes, for correct branching structure.

c. Fertilization

Apply/install tree fertilizer tablets (Best – Best Tabs 20-10-5) within drip line of tree two times per year (during the months of May and October).

d. Irrigation

Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of Section 1.01, Paragraph g.

e. Tree Replacement

All trees permanently damaged will be replaced as provided for under Section 5 of the Administrative Specifications with the identical species of tree existing previously, unless otherwise notified in writing by the Director. The need for and the size of replacement will be determined by the Director at the monthly maintenance inspection meeting or upon written notification. Size of the replacement shall be of a like size not to exceed a 24-inch box specimen container size. Substitutions will require prior written approval by the Director. Original plans and specifications should be consulted to insure correct identification of species. Trees permanently damaged or lost due to vandalism shall be replaced at Contractor's expense. Director shall be notified prior to removal and/or replacement.

4. USE OF CHEMICALS (PESTICIDES) AND DISEASE AND PEST CONTROL

4.01 The Contractor shall perform at his sole expense the following services:

a. Chemical Application

All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License is required prior to chemical application.

b. Permits

All chemicals requiring a special permit for use must be registered by the Contractor with the County Agricultural Commissioner's office and a permit obtained with a copy to the County Department of Parks and Recreation prior to use. A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Director on a timely basis.

c. Compliance with Regulations

All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.

d. Pest Control

Control of ground squirrels, gophers, and other burrowing rodents by trapping and/or eradication will be provided by the District Zone. The Contractor is not responsible for this service, however, when Contractor sees evidence of such activity they are to notify the Director. Whenever holes are visible upon the surface, these holes shall be filled and securely tamped to avoid moisture runoff entering the holes by the County Agricultural Department who will provide pest control for each District Zone. This procedure shall be followed in all areas especially within all slope areas.

5. GENERAL CLEANUP

5.01 The Contractor shall perform at his sole expense the following services:

a. Trash Removal

Remove all trash and accumulated debris from site.

b. Policing of Areas

All areas under maintenance and other designated areas will have above identified trash removed in conjunction with the approved maintenance schedule for each District/Zone.

c. Concrete/Asphalt Median Strip Maintenance

Contractor is responsible for weed and grass removal within concrete asphalt median strip areas.

d. Curb and Gutter Maintenance

Contractor is responsible for removal of weeds and grass from curb and gutter expansion joints located adjacent to designated maintenance areas at all times.

e. Removal of Leaves

Accumulations of leaves shall be removed from all areas not less than once per week.

6. IRRIGATION SYSTEM MANAGEMENT

6.01 All irrigation systems within the Zones landscaped areas designated in this Specification will be repaired and maintained as required for operation, by the Contractor at his sole expense in the following manner:

a. Scope of Responsibility

The Contractor shall maintain or repair and keep operable all irrigation equipment consisting of sprinkler heads, remote control valves, quick couplers, risers, automatic controllers, booster pumps, and backflow prevention devices. This paragraph does not require the Contractor to make a complete piping replacement of the system.

b. Replacement Requirements

Replacements will be of original materials or substitutes approved by the Director in writing prior to any installation.

c. Extent of Responsibility

The Contractor will be responsible for immediate maintenance (repair or replacement) of all irrigation system components including those damaged due to vandalism. Contractor will be responsible at all times for hand watering and the bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants, and ground covers when automatic systems are not functioning. The replacement to be provided by the Contractor shall be the normal deterioration, wear and tear, or negligence upon the part of the Contractor. The replacement caused by

acts of God and third party negligence will be accomplished by the Contractor as provided for in this Contract.

7. MAINTENANCE AND REPAIR OF DRAINAGE SYSTEMS AND MISCELLANEOUS IMPROVEMENTS

7.01 Drainage Systems

The following services shall be provided by the Contractor at his expense except as otherwise provided for:

a. All surface drains ("V" ditches), if any, shall be kept clear of debris and overgrown planting so that water will have an unimpeded passage to its outlet. Contractor will repair or replace concrete portions as necessary, for which the Contractor will receive additional compensation.

b. All sub-surface drains (except storm drains), if any, shall be periodically flushed with water to avoid build-up of silt and debris. All inlets to sub-surface drains shall be kept clear of leaves, paper and other debris to ensure unimpeded passage of water. Contractor shall replace all broken or stolen sections of pipe, catch basin boxes and grates, for which additional compensation shall be authorized.

7.02 Miscellaneous Improvements

It will be the responsibility of the Contractor to repair or replace mowing strips, within the Zone unless otherwise specified. Contractor shall be entitled to additional compensation for this service.

8. MAINTENANCE INSPECTIONS

8.01 The Contractor shall:

a. Weekly perform a maintenance inspection during daylight hours of all facilities within the District. Such inspection shall be both visual and operational. The operational inspection shall include operation of all irrigation, lighting, and other mechanical systems to check for proper operational condition and reliability.

b. Monthly meet on site with an authorized representative of the Director for a walk-through inspection. Said meeting shall be at the convenience of the Director and may include residents of the community. The Director shall notify the appropriate local representatives of the time and place of each walk-through inspection at least one (1)

week prior to such inspection. In addition, weekly interim inspections may be made by the Director. The Contractor will be provided with a written notice including specified time frames to correct any deficiencies identified in the performance of this agreement. It should be noted that a leaking valve must be repaired within twenty-four (24) hours following verbal and/or written notification.

9. GRAFFITI ERADICATION AND CONTROL

9.01 Contractor shall be responsible to remove all graffiti as it appears upon any appurtenant structures or equipment within the areas under his maintenance.

9.02 All materials and processes used in graffiti eradication shall be non-injurious to surfaces and adjacent District property and approved by CAL-OSHA. Materials and processes to be used must be approved by Director prior to use.

9.03 Contractor shall be reimbursed only for the cost of materials including sales tax used to remove graffiti.

9.04 In the event a surface must be repainted as determined by Director, appropriate surface preparation shall be made on painted walls, and paint applied shall be the exact shade of color as existing paint. Contractor shall be reimbursed for labor and materials plus the overhead and profit factor as provided for in the Contract.

10. FIRE PROTECTION SLOPE AREAS MAINTENANCE

10.01 These slope areas are hillside areas and are designed to meet Los Angeles County Ordinances for fire retardation. These areas generally occur in sloping terrain with gradients ranging 10 percent to 100 percent. Slopes are either manufactured or natural. The natural slopes have been brushed to remove certain plant materials. Manufactured slopes have been hydro mulched or planted in accordance with applicable County ordinances. Use of these areas by the residents should be minimal.

10.02 The maintenance of the natural slopes requires that the weeds and native brush be clipped to a height of 2 to 4 inches for a distance of at least 100 feet or additional footage as required by Los Angeles County Forester and Fire Warden from a dwelling or structure. Also, dead wood from woody plants shall be trimmed when the area is brushed. Apply water within the cleared zone only as needed during fire season

to maintain sufficient moisture content for sustenance of the plants and to inhibit combustion. Remove all debris from this operation off the District Zone property. Weeding shall commence immediately following the rainy season once the growth of weeds has reached a maximum of 12 inches in height or when the County Forester and Fire Warden has determined that a fire hazard condition exists. The required weeding shall be completed as soon as possible following its commencement and shall be completed throughout a District Zone within a maximum period of thirty (30) days. Contractor shall be responsible for maintaining the brushed slope areas throughout the year in accordance with the above-identified height of weeds, dead wood removal and distance from dwellings or structures requirements. This may require that certain areas will need additional brushing as directed by the County Fire Marshall. Contractor will be paid additional compensation for additional brushings at the rate specified in the form of bid. Contractor shall also remove weeds to a distance of 30 feet measured from any sidewalk adjacent to a fire protection slope area.

10.03 Where reference is made to weeding, brushing or clearing within 100 feet of a structure, it is intended that the space between the structure and the private property line is the responsibility of the owner of the property except where the District Zone has accepted an easement to maintain a portion of the private lot. As an example, assume a private residential lot has a depth of 100 feet, the rear or side of which abuts a fire protection slope. Assume that the structure is set back 20 feet from the property line abutting this slope. The Contractor's responsibility is within the portion or balance of the 100 feet outside of the private property boundary, or, in this case, 80 feet. However, the District is responsible for those areas where an easement has been accepted by the District over a portion of a private lot. Consult with the Director for any questions regarding these areas.

10.04 The maintenance of the manufactured slopes requires that the planted slopes be weeded on a regular basis throughout the year. Planted slopes which were not hydro seeded shall be kept weed free at all times and the use of chemicals is permitted. Planted slopes that were hydro seeded require weed removal by hand as the use of chemicals is not permitted. The removal of weeds by hand shall be performed each month from March through November during the term of the maintenance contract. Contractor shall program the irrigation system to deliver

sufficient moisture within the root zone of trees and shrubs to sustain growth. Contractor shall be responsible for any damage to slope areas caused by excessive watering practices or to plant material caused by lack of water. Plants and trees shall be fertilized in accordance with the requirements of Sections 2 and 3 of these Specifications.

11. NATURAL AREAS MAINTENANCE

11.01 Natural areas are open space areas that have minimal usage due to the sloping character of the land and the rugged landscape materials that are native to the land. Contractor will provide periodic maintenance consisting of debris and litter removal only as directed by the Director.

12. MAINTENANCE, REPAIRS AND REPLACEMENTS DUE TO EXTRAORDINARY INCIDENTS

12.01 Contractor shall be responsible for performing maintenance, repairs and replacement, when the need for such work arises out of Acts of God and third party negligence in accordance with the provisions of this Section. The Contractor shall replace:

- (a) Damaged, diseased (untreatable) or dead shrubs, ground cover and trees in accordance with Sections 2 and 3; and,
- (b) Inoperable irrigation equipment described in Section 6.

The Contractor shall submit a written estimate of the cost for performing such work. The Director may, upon review and approval of such estimate, authorize the Contractor to perform said work by the issuance of a written Work Order. After submittal of the bill, the Contractor shall be reimbursed only for the agreed upon cost estimate. Allowable cost elements for the replacement of shrubs, ground cover, trees and irrigation equipment shall be their wholesale cost plus a factor for overhead and profit, as provided for in the Contract, plus sales tax and plus cost of labor. Reimbursement for the cost of labor for the replacement of irrigation equipment shall be approved by the Director. In the event that the Contractor's written estimate is not approved, then the Director reserves the right to contract with a third party to perform such work.

12.02 Contractor shall notify the County in writing on the same day of discovery of the damage due to extraordinary incidents such as Acts of God and third party negligence. Failure of the contractor to notify the County promptly of these damages will require the Contractor to make repairs at its own costs.

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EXHIBIT B - 3

Special District Annual Maintenance Program Schedule

Work Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
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General Maintenance

1	Trash removal collection/disposal	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
2	Trim branches, trees, etc., for safety visibility	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
3	Visual/operational inspection of facility by Contractor	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
4	Walk-through inspection with County Representative	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
5	Walkways/parks/play areas clean up	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
6	Inspect and maintain all surface drainage devices (V-ditches)	Monthly	Monthly	Monthly	As Needed	As Needed	As Needed	As Needed	As Needed	Monthly	Monthly	Monthly
7	Weed control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
8	Insect/disease control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed

Turf Care

9	Mowing & Edging	Every 2 weeks	Every 2 weeks	Every 2 weeks	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Every 2 weeks
10	Turf Watering	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
11	Aeration - 1/2 times*	--	--	Prior to Fertilization	--	--	--	--	Prior to Fertilization	--	--	--
12	Fertilization*	--	--	15th nitrogen after aeration	15th nitrogen	15th balanced	--	--	30th-balanced after aeration	30th nitrogen	30th nitrogen	--
13	Winter overseed-Vertical mow, overseed and top dress*	--	--	--	--	--	--	--	1st	--	--	--
14	Chemical weed control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
15	Usual Disease occurrence treatment*	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed

EXHIBIT B - 3

Special District Annual Maintenance Program Schedule

Work Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Ground Cover												
16 Inspect/clean ground cover beds	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
17 Edging	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
18 Watering	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
19 Annual color plants	--	--	Replace	--	--	Replace	--	--	Replace	--	Replace	--
20 Weed control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
21 Insect/disease control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
22 Fertilization - Balanced*	--	--	X	--	X	--	--	--	X	--	--	--
23 Renovation - if needed*	--	15th	X	--	--	--	--	--	--	--	--	--
Shrubs and Vines												
24 Check for damage/special needs to maintain in healthy condition	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
25 Insect/disease control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
26 Weed control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
27 Watering	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
*28 Pruning for shape, appearance & Roses (January only)	As Needed (Roses)	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
*29 Fertilization - Balanced	--	--	X	X	--	--	--	--	X	--	--	--
Trees												
*30 Fertilization	--	--	X	--	X	--	--	--	X	--	--	--
31 Check for damage/special needs to maintain in healthy condition	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
32 Check/adjust tree stakes/ties/guys	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
*33 Preventative Disease Control: Olea Europae (OE), Pyrus Kawakamii (PK), Platanus (Pl)		Pl	Pl	OE, Pl	15th-OE				PK	15th-PK		

* Specialty Maintenance Tasks.

FOR Item 33: See Exhibit K-2

NOTE: This chart is a guideline only. The appropriate contract Specification Section should be referenced prior to any work activity.

EXHIBIT B - 4
County of Los Angeles
Department of Parks and Recreation
Tree Pruning and Removal

Tree pruning shall be performed according to the current guidelines established by the National Arborist Association and the international Society of Arboriculture for shade Trees.

No topping shall be allowed and drop crotch pruning shall be standard.

The pruning of shade trees shall only be performed by Qualified tree workers, who, through related training and/or on-the-job experience, are familiar with the techniques and hazards of arboricultural work including trimming, repairing or removing trees, and the equipment used in such operations. The pruning of trees can be a potentially hazardous occupation and is to be undertaken only by a qualified personnel or trainees under the direct supervision of qualified personnel. All tree workers/trainees should be covered by Worker's Compensation, property damage, public liability and completed operations insurance.

All regulatory guidelines shall be followed.

The class of pruning is divided into four (4) categories as follows.

Class 1 - Fine Pruning is recommended for premium quality work with an emphasis on aesthetic consideration in addition to structural integrity.

- Fine pruning shall consist of the removal of dead, dying, diseased, decayed, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunks, as well as those inside the leaf area.

Class 2 - Standard Pruning is recommended where aesthetic considerations are secondary to structural integrity and tree health concerns.

- Standard pruning shall consist of the removal of dead, dying, diseased, decayed, thinning to lessen wind resistance. The removal of such described branches is to include interfering, objectionable, obstructing, and weak branches, as well as selective include those on the main trunks, as well as those inside the leaf area.

Class 3 - Hazard Pruning is recommended where safety considerations are paramount.

- Hazard pruning shall consist of the removal of dead, diseased, decayed and obviously weak branches two (2) inches in diameter or greater.

Class 4 - Crown Reduction Pruning shall consist of the reduction of tops, sides or individual limbs.

- It involves the removal of parent limb or dominant leader at the point of attachment of a lateral branch. This practice is to be undertaken only for the following reasons.

- 1) In situations where branches interfere with utility lines.
- 2) Where there has been significant crown dieback.
- 3) When it is necessary to achieve specific topiary training or dwarfing.
- 4) In cases where, due to storm damage or prior incorrect pruning, it is appropriate to prune for safety and aesthetic reasons.

EXHIBIT B - 5

Preventative Disease Control

1. Olea Europaea (Olive Tree)

Fruit Set - preventative treatment

First application to be done when $\frac{1}{2}$ to $\frac{3}{4}$ of blooms are open

Second application to be done 7-10 days after the first application

Exhibit K-1 indicates that this preventative treatment is to be done as follows:

First application - April 1 to May 10, depending upon the blooming stage.

Second application - 7 to 10 days after the first application.

2. Pyrus Kawakamii (Evergreen Pear)

(Fireblight) preventative treatment

Spray application to occur October 1 through mid-November

Fireblight - post treatment after tree specimen has contracted the disease

Prune out diseased wood, sterilizing pruning tools after each cut; Exhibit K-1 indicates when preventative treatment should occur only.

3. Platanus (Sycamore)

Anthraxnose (fireblight) - preventative treatment

This treatment would consist of two (2) applications and possibly a third application depending on the effectiveness of the previous application. Materials used shall be of an approved type by the County Agriculture Department.

Exhibit K-1 indicates - **1st application** to occur during the month of February, during the budding stage.

2nd application to occur during the month of March, during the juvenile growth stage of the leaf.

3rd application to occur during the month of April if there is evidence of blight after mature growth of the leaf

Above applications could vary depending on climatic conditions.

4. Preventative Treatments

Any materials used while performing all of the above described operations will be of a type approved by the County Agricultural Commissioner.

EXHIBIT B - 6 IRRIGATION PROGRAM

Special Districts Irrigation Program Summer and Winter Schedules

I. SUMMER IRRIGATION SCHEDULE

A. Shrub Beds

1. *Shrub Beds* – Spray Heads
4 minutes per station/per cycle
three cycles per day/five days per week
2. *Shrub Beds* – Stream Heads
10 minutes per station/per cycle
three cycles per day/five days per week
3. *Shrub Beds* – Stream Rotary
15 minutes per station/per cycle
three cycles per day/five days per week

B. Turf Areas

1. *Turf Areas* – Spray Heads
5 minutes per station/per cycle
three cycles per day/five days per week
2. *Turf Areas* – Stream Rotary 180 (half)
15 minutes per station/per cycle
three cycles per day/five days per week
3. *Turf Areas* – Stream Rotary 360 (full)
30 minutes per station/per cycle
three cycles per day/five days per week
4. *Turf Areas* – Gear Rotary 180 (half)
20 minutes per station/per cycle
three cycles per day/five days per week
5. *Turf Areas* – Gear Rotary 360 (full)
40 minutes per station/per cycle
three cycles per day/five days per week

C. Planted Slopes

1. *Planted Slopes* – Impact Heads 180 (half)
15 minutes per station/per cycle
three cycles per day/five days per week
2. *Planted Slopes* – Impact Heads 360 (full)
30 minutes per station/per cycle
three cycles per day/five days per week
3. *Planted Slopes* – Spray Heads
5 minutes per station/per cycle
three cycles per day/five days per week

EXHIBIT B - 6 IRRIGATION PROGRAM

Special Districts Irrigation Program Summer and Winter Schedules

II. WINTER IRRIGATION SCHEDULE

As the climate conditions become cooler, the watering schedule will be reduced. The time elements will remain the same, but the number of cycles and number of days will be reduced to three (3) days or less per week.

III. VARIATION OF IRRIGATION SCHEDULES

- A. Variations of the schedules will occur when water has been shut down due to construction by developers which results above-normal watering required to restore landscaping appearance to acceptable level.
- B. Also certain soil conditions may require additional watering, resulting in variations in the schedule for specific stations on a controller.
- C. Private contractor is responsible to make adjustments as needed to maintain acceptable appearance at all times.

IV. INSPECTIONS

District Inspectors will spot check controller schedules on each inspection of a district to assure compliance with irrigation program standards and will conduct a complete irrigation system inspection for each district a minimum of twice a year.

DATE _____

Location	Code	Type of Controller	Station Number - Specify allotted irrigation time																								Total Time	(spec. time) No. of Cycles	Scheduled Days (circle)
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24			
1.																										Su M Tu W Th F Sa			
2.																											Su M Tu W Th F Sa		
3.																											Su M Tu W Th F Sa		
4.																											Su M Tu W Th F Sa		
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6.																											Su M Tu W Th F Sa		
7.																											Su M Tu W Th F Sa		
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9.																											Su M Tu W Th F Sa		
10.																											Su M Tu W Th F Sa		
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19.																											Su M Tu W Th F Sa		
20.																											Su M Tu W Th F Sa		

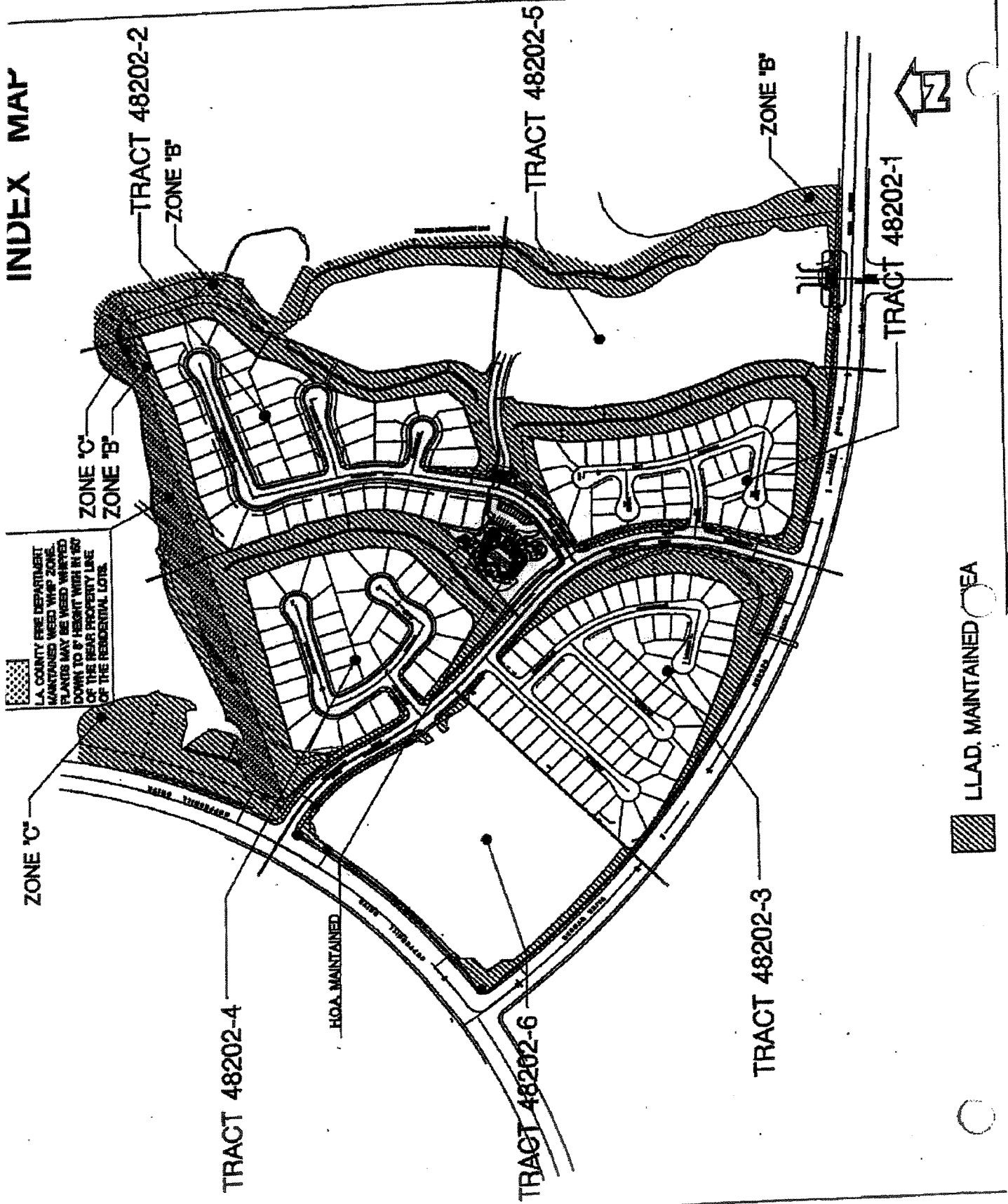
DATE _____

Location	Code	Type of Controller	Station Number - Specify allotted irrigation time																								Total Time	(spec. time) No. of Cycles	Scheduled Days (circle)
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24			
1.																											Su M Tu W Th F Sa		
2.																												Su M Tu W Th F Sa	
3.																												Su M Tu W Th F Sa	
4.																												Su M Tu W Th F Sa	
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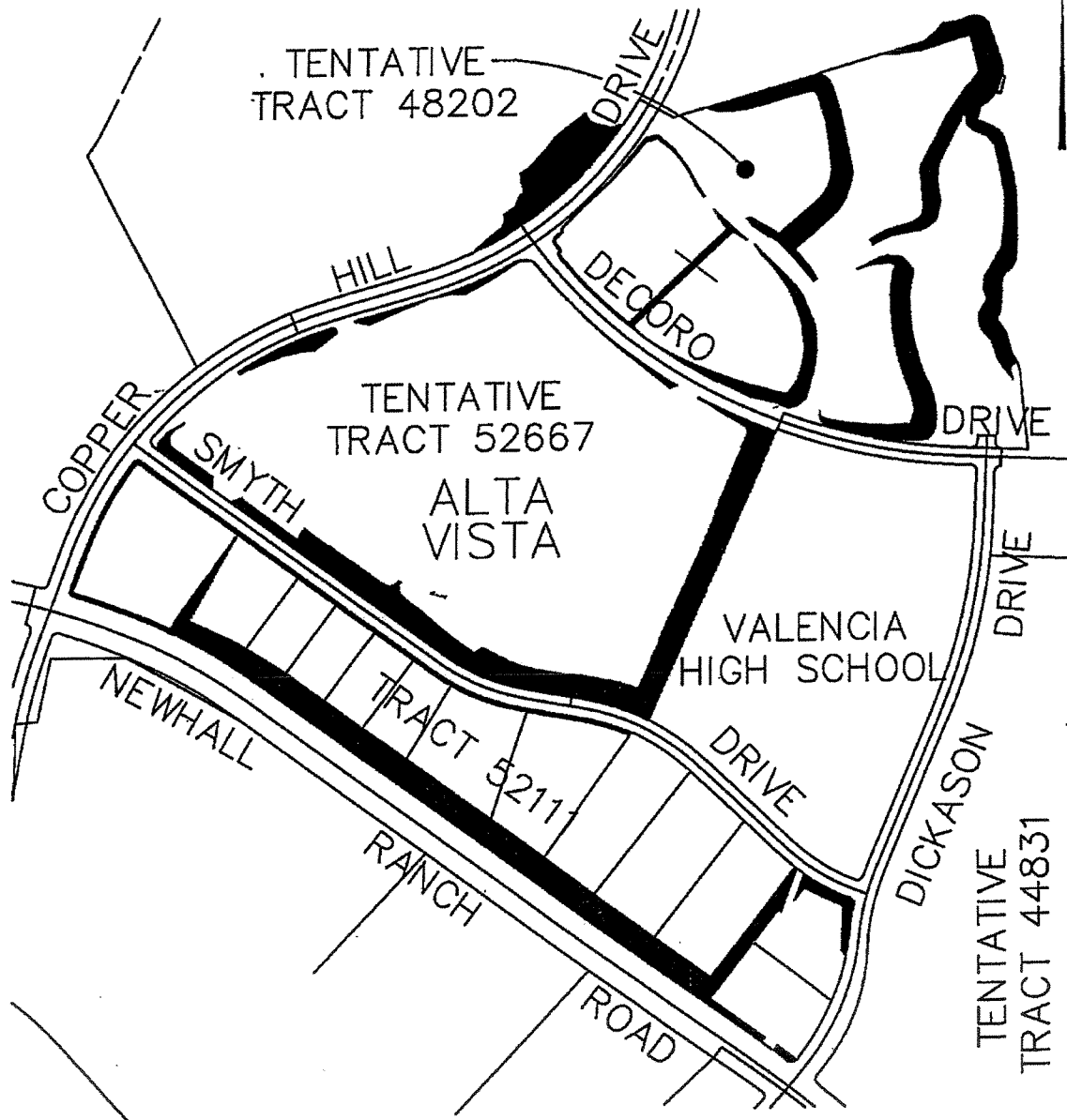
EXHIBIT B-9

ZONE MAP

INDEX MAP

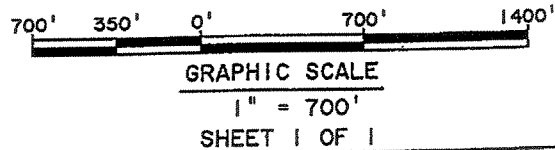


LANDSCAPE AND LIGHTING ACT DISTRICT NO.2 VALENCIA HIGH SCHOOL ZONE NO.51 UPDATE



PSOMAS

11444 West Olympic Boulevard
 Suite 750
 West Los Angeles, CA 90064
 (310) 964-3700 (310) 964-3777 (FAX)



Plotted: 06/06/02 16:37:35 V:\Warthrive\46162455\SURVEY\exhibit VL Vpl-1a002.dwg J.Dorsey

POC	Westward	Eastward	North	South	POC Location	750000
POC - A	25,517	10,001	0	0	0	515,518
POC - B	25,517	0	0	0	0	515,518
POC - C	25,517	10,001	0	0	0	515,518
POC - D	0	0	0	0	0	515,518

Total Square Footage 695,100



LMD MAINTAINED SLOPE



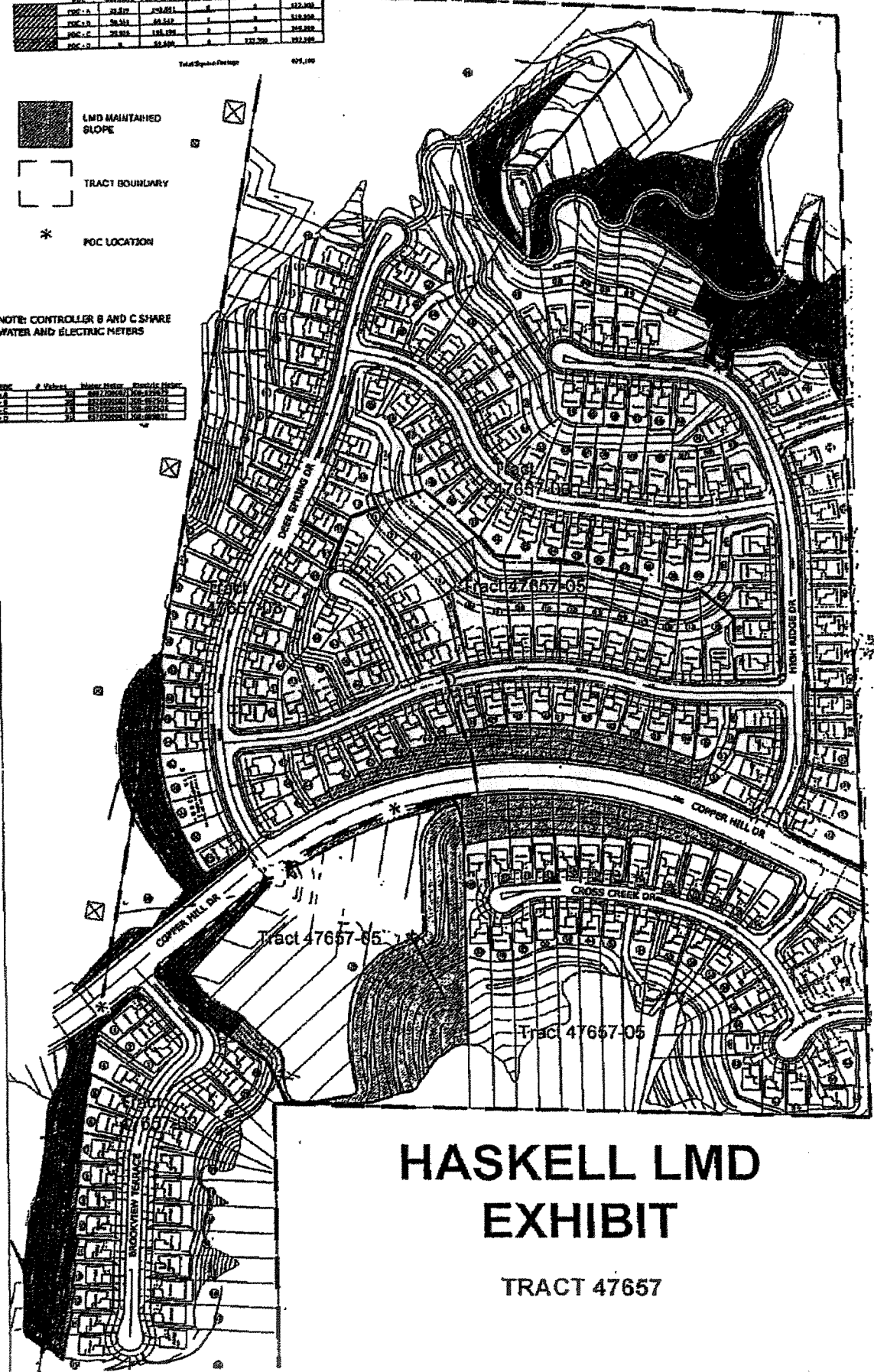
TRACT BOUNDARY



POC LOCATION

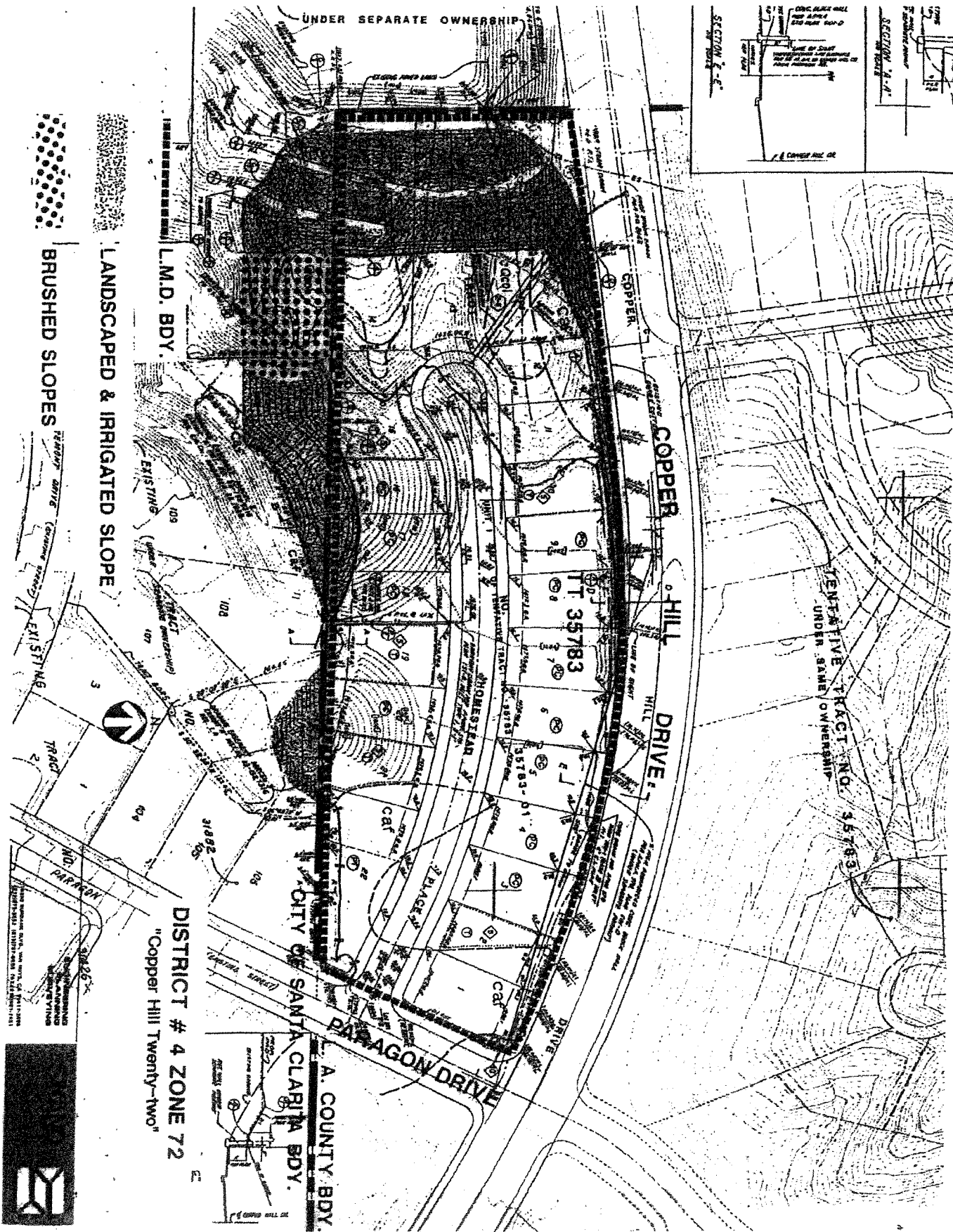
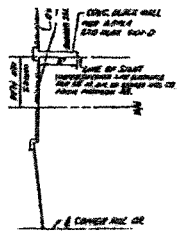
NOTE: CONTROLLER B AND C SHARE WATER AND ELECTRIC METERS

POC	# of Units	Water Meter	Electric Meter
POC - A	10	1	1
POC - B	10	1	1
POC - C	10	1	1
POC - D	10	1	1



HASKELL LMD EXHIBIT

TRACT 47657



BRUSHED SLOPES

LANDSCAPED & IRRIGATED SLOPE

DISTRICT # 4 ZONE 72
"Copper Hill Twenty-two"



CONTRACTOR STAFFING PLAN																				
COMPANY NAME	COMPANY ADDRESS	PROJECT	DEPARTMENT NAME																	
Oakridge Landscaps, Inc.	8618 Haskell Ave. North Hills, CA 91343	Zone 51, 71 and 72	Parks and Recreation																	
FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	ROVER(S)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME/ PART TIME	HOURLY RATE	HEALTH INS. YES/NO	MON. HRS	TUES HRS	WEDS HRS	THURS HRS	FRI HRS	SAT HRS	SUN HRS	COUNTY TOTAL HRS	NON-CNTY TOTAL HRS	HIRE DATE	TERMINATION DATE	
Valencia High School (Zone 51)		Supervisor		7:00 am to 3:30 pm	9	FT	Salary	YES		4		4				8	37			
		Foreman		6:00 am to 3:30 pm	9	FT	\$14.00	No	9	9	9	9	9			45				
		Laborer		7:00 am to 3:30 pm	8	FT	\$11.84	No	8	8	8	8	8			40				
		Laborer		7:00 am to 3:30 pm	8	FT	\$11.84	No	8	8	8	8	8			40				
		Laborer		7:00 am to 3:30 pm	8	FT	\$11.84	No	8	8	8	8	8			40				
Haskell Canyon Ranch (Zone 71)		Foreman A		6:00 am to 3:30 pm	9	FT	\$11.84	No	9	9	9	9	9			18	27			
		Laborer B		6:00 am to 3:30 pm	8	FT	\$11.84	No	8	8	8	8	8			16	24			
		Laborer C		7:00 am to 3:30 pm	8	FT	\$11.84	No	8	8	8	8	8			16	24			
Copperhill Twenty Two (Zone 72)		Foreman		6:30 am to 3:30 pm	9	FT	\$14.00	No	9	9	9	9	9			3	37			
		Laborer		7:00 am to 3:30 pm	8	FT	\$11.84	No	8	8	8	8	8			2	36			
		Laborer		7:00 am to 3:30 pm	8	FT	\$11.84	No	8	8	8	8	8			2	36			

PLEASE NOTE: The Company will pay overtime to employees who work an excess of eight (8) hours per day or and excess of 40 hours per week.

[illegible]

EXHIBIT C

CONTRACTOR CONFIDENTIALITY CERTIFICATION

CONTRACTOR NAME : OAKRIDGE LANDSCAPE, INC.

Contract No. 76080

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: 3/17/08

PRINTED NAME: JEFFREY MYERS

POSITION: PRESIDENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)